git court of the United States fo rn district of Texas upon application Texas express company represented by Whitfield and White & Flowman, for a preliminary injunction against the International and Great Northern railroad company and Texas & Pacific railway compa ny, represented by Messrs, Baker and Wei born, Leake & Henry, the Hoe. A. P. Me-Cormick, United States district judge, rendered the following decision sustaining the bill in equity of the Texas express con pany and restraining the railroad companies from evicting the express companies from rail-

Toads.
Texas Exp ess gricopany as the Texas & Pacific
Railway company, and the Texas Express
company vs. the International & Great
Northern Ballroad company: In equity The complainant in these bills, after setting

powers and the customary and well known

usages of it: business and the nature of the

trade done by express companies, and by the

complainant company, and also setting out

the corporate existence, citizenship, powers and duties of the defendant corporations, show in substance that the complainant has for a number of years past and up to the presentation of its bill been doing business on the lines of the defendants' railroads under cont acts made and modified from time to time by the respective parties, and that rein the bill) as India tes a determination on the part of sail defendants to terminate the contracts upon which complainant has been and is doing business on said lines, and plaintiff avers that in giving said notices said defendants had in view to lay a foundation for the ejection of complainant's express business from said railways, claiming and intending to assert the right in defendants to do the express business thereon themselves or excluding all other express companies, make an exclusive contract with one only. Complainant shows the extent and irrepara ble injury that would result to it from such action as the defendant's conduct is averred to threaten, and prays in substance and with ample detail that the defendants may be decreed to permit the continuance of complainant's business on the lines of defendants' road without molestation or hinderance and on such reasonable terms as do not exceed the rates prescribed by the laws of Texas, and do not exceed the rates upon which other express matter is transported by the defendant, and upon the same ported by the defendant, and upon the same trains upon which other expres matter is transported; praying also that the defend-ants, their agent, officers and servants be perpetually enjoined from refusing the complainant the facilities now enjoyed by the complainant in the contract of its business on defendants' roads, and from excluding ny of its express matter or messengers from endants' depots, trains and cars, and from fusing to receive any transport, as the de fendants are now doing the express matter messengers of the plaintiff, and from anding from plaintiff as a condition of the inspection of the contents men. ts parkages, and from demanding from plaintiff a higher rate upon packed parcels, reights and chests, than upon other freights of like weight or bulk ,or charging for the transportation of its express matter other-wise than upon the weight thereof, or from otherwise charging a proportionally higher rate upon small than upon large packages, or from discriminating against plaintiff (in particulars exhaustively stated) or in any manner disturbing the business of plaintiff in its relations to defendants, so long as plaintiff shall pay therefor a reasonable plaintiff shall pay therefor a reasonable compensation not exceeding the rates presented to other judges during the compensation not exceeding the rates prescribed in article 4256 and 4257 of the rescribed in the following first in article 4256 and 4257 of the rescribed in the rescribed in the same of the rescribed in the status of the rescribed in the rescribed in the rescribed in the rescribed in the same of the rescribed in the rescribed in th cific express co., or other person or company for the transportation of express matter.

Plaintiff also prays for a provisional or preliminary injunction to remain in force pending this suit, etc. On the 1st of March, 1881, of such matter, and that the express busi-I made an order in each case directing the defendants after services to show cause why the provisional injunction asked should

lines of said defendants' roads. but submitting sulfdavits by the officers of the respective defendant railroads in the form of an answer; the officers of whom discovery was asked insking full discovery as the plaintiff could not complain; that if the Pacific express company—a stranger—with no present run of bushess and other fast trains, and not received and pone of those elements conductors. "illdavits by the officers of

things not necessary to mention) agrees to furnish said Pacific express company sufficient apace in its baggage or express cars on all passenger trains for the transportation of gootis, merchandise, safes and messengers of said Pacific express company agrees to pay one-half first class passenger fare for the transportation of the messengers and the messengers afes, and the following rates for the transportation of the messengers and the messengers afes, and the following rates for the transportation of the companies of railroad management it would more readily appear that to contact with and the following rates for the transportation of merchandise, packages and other express matter, namely: For distances under fifteen matter, namely : miles 30 cents per cwt, graduating rates for different distances up to over 450 and less than 500 miles, which last are charged at \$1.90 per cwt. "It being understood and agreed that the payment for such transportation or merchandise, exclusive of mess fare, are to be not less than one hundred and fifty dollars per day, without regard to the amount transported, for each and every day a passenger train is run for the lines as now completed, the fixed amount to be paid as the lines of said railway companies are extended, to be agreed upon from time to time by the parties to this agreement"

It clearly appears from defendants' affida-vits as presented and discussed by defendants' counsel, that by being willing and offering to furnish plaintiff and other express companies the same facilities on equal terms with the Pacific express company, said defendants' railroad embrace in the terms they thus profess to offer the payment by any express company doing business on any portion of their respective lines of the fixed daily sum of at least one hundred and fifty dollars for each day a passenger train is rue, and one-half first-class passenger fare for the whole length of their repective lines each way (or one full first-class passenger fare for the whole length of their respective lines) each day a passen ger train is run for said express company's messenger without regard to the smount of time by the respective parties, and that re-cently both defendant corporations have the express matter said express company may wish hauled, or the length of line over given the complainant such notices (set out which said express company may desire to carry out its ousness. The lines of each of defendants roads now open to business, massure in the aggregate respectively about, JX hundred miles; first-class passenger fare is limited in this state and is now charged at the rate of five cents per mile. These contracts. therefore, when analyzed, mean the same thing, in the convolling point, that the Pacific express company shall pay each of the defendant railroad companies at least \$180 each day that a passenger train is run, and the equity of facilities and terms offered to all other persons or companies doing an express business is, that you can use all or any portions of our lines for the transportation of your express matter, pro-vided that you and each of you pay us \$180 a day, without regard to the weight, bulk or quality of the matter we haul for you, or the length of the haul.

It is not at all difficult to comprehend that this is a species of equity that cannot fail to prove satisfactory to the misds of the management of these railroads, and that the de gree of such satisfaction will be materially heightened by every addition to the number of persons or express companies doing an express business that accept and share these

equal terms.

This contract with the Pacific express company by the Texas & Pacific railroad company appears to be the first fruits of "an averred policy of his company defendant (I quo e the language of the vice president of the company) for some months past as soon as it could be done to encourage competition in the carrying of express matter so that the wants of the people could be met at cheaper rates than those which have here-tofore prevailed." That this species of prevailed." for express business to be done on those routes is not so apparent to my mind, and the ability experienced and gravity of the very earned and skillful counsel appearing for the defindants were not equal to the presentation of that view of the case; it was therefore contended, as it has been contended something more than the average daily haul ness, and not the railroad company, should bear the burden of the dead hauls necessary before me at Dallas, on the 16th of March, to secure at all times this ample supply of room, and further as to these cases, it not issue, and that in the meantime the plaintiff by its plaintiff should not be interrupted or dishad established reputation; that it had the compensation for car, extra speed, etc. (Article 4235) criminated against in its said business on the of the express business on this line; that it hardly effected appreciably by the slight differences in certain particulars of fact, both cases have been heard as one, neither of the cases have been heard as one of the cases have been heard as one of the cases have been heard as one of the ca done for many years; and that this being so

sciivity, in this as in all ther trade.) did not exceed an average daily mul of 1,985 pounds, and with such roads as extended, the business of the current year will not be more than 10 sting express companies should have each day, over the road of express matter, if the con-

is in possession of the express business, and therefore in no situation to complain, strike me with force in the direction intended. On the contrary, in my judgment, the admitted facts in reference to the piniatiff's present relations to the express business along the lines of de-fendants' roads, tends rather to challenge criticism of the proposition that by these contracts with the Pacific express company, these railroads are pursuing a policy to encourage competition in the carriage of express matter, so that the wants of the public at cheaper rates than those which have heretofore prevailed. Not denying or questioning the right of the railroad to contract with any express company for adequate room daily, for such an amount of express matter as i actually has from day to day, so long as such contract does not disable such railroad granting equal daily facilities to any other express company soliciting the same accommodation on the same terms, and so long s all such contracts shall not disable such roads from turnishing adequate accommodations in their due turn to other companies or persons doing an express business and soliciting transportation for express matter, I am clearly of opinion matter. I am clearly of opinion that said railroad companies when they so contract must so frame their contracts as to adjust the rate of compensation to the number of persons and quantity (and perhaps quality of matter transported and to the length of haal, and so as not to discriminate in favor of one or more companies or persons doing an express business against one another, or others engaged in similar business. As to the amount or rate of compensation, the plaintiff contends that said rates cannot exceed five cents per mile for the transportation of its messengers, and fifty cents per one hundred pounds per one hundred miles for transportation of its express matter, and relies upon articles 4256 and 4257 of the Texas revised statutes, to support this con-tention. This prorepsition of the plaintiffs considered in connection with the plaintiffs' undisputed claim to have express matter hauled on passenger and other tast trains, and in the manner customary in bauling such matter, was denounced by the vice-president of the Texas & Pacific railway company in his oral argument, as a proposientertained by any court, or to permit the offering upon it of any argument to any His counsel, however, did argue this proposition elaborately, candidly and with much force. The provisions of the statutes upon which the plaintiff relies are the following: Art. 4256. "No ratiroad company shall demand or receive for transporting a passenger over its line of road exceeding live cents for each mile or fraction of a mile it may transport such passenger." Art. 4257. "Railroad companies may charge and receive not exceeding the rate of fifty cents equity would probably be so attractive to persons or companies doing an express business as to arouse their activity in competing roads, but the charges for transportation on each class or kind of freight shall be uniform. and no unjust discriminations in the rates or charges for the transportation of any freights shall be made against any of any freights shall be made against any person or place on any railroad in this state. Provided, That when the distance from the place of shipment to the point of destination of any freights is affect miles or less, a charge change, in the education and training of our change, are set of the change, and the change, are change, and the change, are change, and the change, are changed in this state. room, each bad to contract for all the room its business on any one day might need, and hence had to contract for room equal to synchronic more than the united States, which are to be carried on synchronic more than the united States, which are to be carried on synchronic more than the united States, which are to be carried on the united States, which are to be carried on synchronic more than the united States, which are to be carried on the united States, which are to be carri such trains as the proper authorities of the postoffice department may require, and for such compensation as may be agreed on besuch compensation as may be agreed on between the parties, or in case they cannot agree, then at rates fixed by certain commissioners at not less when carried on passenger trains than the rate for transporting an equal weight of matter on ordinary. porting so equal weight of matter on ordinary merchandise trains, with provisions for

edge of ton existence and extent and man ner of conducting the express business of the country and was mindful to impose on every person, firm or association of persons doing an express business in this state an annual tax of \$750. (Article 4665). The afflictive forms and control of plaintiff's business in Texas, in support of plaintiff's business and the defendants' affidavits it appears that the defendants' affidavits it appears that the defendants' affidavits it appears that the defendants affida dempany that their contrasts with the said Paville expense company and furnish without thereby excluding or discriminating against the contrasts exhibited it appears that the contrasts exhibited it appears that the contrasts exhibited it appears that the contrasts of the contrast of th

id not reasonable and such as involve no unjust discrimination to be determined in each particular case. By the agreement of the particular in interest, and in case of their falling to agree ment she sent off her proof sheets and at the matter to be determined by the proper court it was on full statement and proof of the particular case. In these cases a provisional injunction would will be granted restraining the defendants as prayed in the bill except as to the rate of that the bill except as to the rate of the particular case. In these cases a provisional injunction would will be granted restraining the defendants as prayed in the bill except as to the rate of the particular case. In these cases a provisional injunction would be surprised if I told you her name. The other admitted that in spite of all she had said in public, touching the compensation, and limiting that to such compensation as the parties may agree upon is provided by the provided by that she had modified her views and at the modified that in spite of all she had said in public, touching the compensation as the parties may agree upon is room pensation as the parties may agree upon as double being reasonable and not unjustly discrimisufficient to carry nearly double being reasonable and not unjustly discrimi-the average daily haul for all parties nating, or in case of their failure to agree, requiring the parties to make such further application to the court as they may be adtract on the part of the railroad was actually so carried out as to sequester from the use of all others the room engaged to each, might what is and shall be reasonable compensation. s on and seriously tranch upon the other interests and duties of the railroad.

Nor does the suggestion that the plaintiff

A. P. McCormick.

THE AMERICAN GIRL.

Why She is Not What She Ought to Be

Philadelphia Times. The amphitheatre of Jefferson Medica College hospital, on Sansom street, was thronged last night with professors and stusdents and their lady friends to hear the annual address to the alumni by Dr. Hamilton Osgood, of Boston, a graduate of the college whose subject was "The Necessity of a Radical Change in the Training and Education of the American Girl." At least fifteen hundred persons were present, nearly one-half of them

being ladies. The greatest fror, Dr. Orsgood said, in the training of the American girl is that she is allowed to become a woman before she knows it. One day she is a child; the next, all unprepared, all ignorant of what it means, she is a woman. Take the average girl of to-day, at the age of nineteen; we will say. This girl, who would blush if obliged to confes, ignorance of some fourth-class character mythology, will calmly admit that only knows nothing not of the physiology perfectly indifferent about it. This is a monstrous error-oas into which our girls would by no means be allowed to fall. They should be so trained between their twelfth and f urteenth years as not only to be mentally and physically perfect for the me-tamorphosis which is coming. The Ameri-can girl should know how to live physiologically and gradually be taught the great and divine meanings of womanhood. She should be impressed with a feeling of rever-ence for her highest mission in life, in spite of as many women's rights doctrines as might fill the shelves of a Bodleian library. The women of to-day who are striving to put off and fly from the true mission of women remind one of the boy who, in orer to rid himself of an aching tooth, filled it with gunpowder, put a slow match to it and then ran. From the age of twelve to the day of her marriage a girl should be made to feel her responsibility towards her future and those whose lives will one day be in her keeping. If the boy be father, the girl is in a double sense mother of the man.

A NATIONAL REQUISITE. The supreme end of nature, Herbert Spen cer says, is the welfare of prosperity. The first requisite to success in life is to be a good animal. The American girl should know that to have a nation of good mothers is the first requisite of national prosperity. She should be taught her share in this desir-

able result which is to be attained only through conscien-tions care of her body. She cannot escape from herself. She cannot change her sex. The restlessness so common among our culti-

Why should there be such a radical difference in the trestment of boys and girls in their early years? The boy has his warm cothing. His feet and legs are well proclothing. tected. The girl is but had clad. Half her limbs are exposed to the weather, protected only by stockings none too thick, the necessary under garments, in the majority of cases, being omitted. This difference fixes a point of departure for the cultivation of the greater sensitiveness of the girl. The ignorant mother but little realizes the amount of physical vigor it costs an insufficiently olad girl to keep warm. But while girls are not given enough exercise as children they are allowed to have too much of a kind that is not good for them they have grown older. Take the exceptional

One of the great errors of the day is test FOR A FULL DRAWING a girl is expected to complete her education by her exploresth year—an age at which lads are but little more than half way in theirs. Everything in the shape of culture is crowd-ed into the years during which the girl, should be cultivating the physical circuits. se of life long benefit to her and her despendants, while half the so-called culture. with which fashionable education crams the lead is of little use and is quickly forgotten Lisa study and more exercise should be the rule. Upon good health and upon the abilty to perform her functions easily and naturally depends, in a very large degree, the comfort and happiness of women in later years. Our gorls rush through the years of their adolescence utterly regardless of the great need of intervals of rest, and if the conful prother with a service of the conful prother with a service of the conful prother. great need of intervals of rest. And if the excelul mother or the watchful physician insist upon periodical repeas, they submit to it most empreciously and with an imparient criticism upon their sex which is pitiful. They try to live as if there were no swing of tide in their erganism. They wish to live down and put under reaking foot the necessities of their sex, but it is an old fight with windmills, with this difference from Quinturecovered from his hurter, but they, in too many case never do. I can memion two woman, hardward by our and as well as their men, bispered by our one sa well so their owe, who are largely responsible for the present regileeness of many of their sisters. They are noble, cultured women, of great affaces. One of them confessed to a pa-

modified her views, but would not confess it to say man living, and would not have th public know of it for the world. I could quote other equally significant confessions These cases are only a fresh suggestion of the battle with the wind nills. seem as if these women ought to know the exact sense and weight of what they affirm and teach. But do they realize the actual condition of our young girls, and in the and party going. Do we physicians not know that there is another side?

ourt of Appeals.

special to the Herald. Galveston, March 19 .- The court of appeals decided nineteen cases to-day as follows-Affirmed, F M Jones vs M C Cross: two cases; from Johnson.

Terrell Sons & Co vs Huffaker & Co; from

Wm B Leigh vs the city of San Antonio; from Bexar.
W L Gates vs D I and S J Galbrith; from John R Bartlett vs F Jordan; from Travis.

H L Harrison vs J W McMunns; from John P Cox vs A Campbell; from Hill. E B Campbell vs P L Louper; from John-N H Cook vs S C Locket; error from

Commissioners of Appeals, pecial to the Herald.

The following cases were decided by the commissioners of appeals to-day: H Marcus et al vs J R Humpill; from Falls. Affirmed. R P Doss vs Jesse L Garrett; from Lamar. Reversed and remanded.

John L Darragh vs Wm R Smith et al; from Galveston. Affirmed by agreement. John Spiess vs Charles Stoeltz; from Austin. Reversed and remanded.

G W Lemsuell vs Josephine Panska et al; from Harris. Reversed and remanded. J H Perry, Joy and wife vs Isadore Kattivitz; from Harris. Affirmed.

Attempt to Murder Hon. J. W. Daniel Special to the Herald.

Austin, March 21.-Hon. J. W. Daniel was struck on the head with some sharp weapon in the hands of rn unknown party this evening, while standing in the door of the Hotel Brunswick, causing a bad wound. The party The prevailing evidently meant murder. idea now is that Daniel has been made the victim of an attempt of black mail.

ESTRAYED.

B. F. Rossestrays before J. A. Lindsey, J. P., one brown mare, blaze-faced, white hind feet; 131-2 hands high; no brands processable on her; about 6 or 7 years old. Appraised at

on her; about our I years out. Appears 5:0.

R W Feuton estrays before J. A. Lindsey J P, one horse and one mare; one bay pony horse about 11 years old, blind in left eye; 13 1-2 hands alight no brands preceivable. The other a bay pony ma e, about 12 years old, i lazed face, 13 1-2 hands and each one of said as rays are appraised a \$13-to-a1\$26

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PREST TREES.

63.000 FRUIT TREES, FRUIT my nativery interaction that it is not not and a mile and it the court house, on the old McKinney road, Dallas, Texas, 65,000 of the very hole of trees of such varieties as are adapted to Jeras and. Paach, pear, plum, grape and blackeerry u specialty. Call at nursery and examine atoch, or address J. M. Johnson, Souther Gemontraries, Dallas, Texas.

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Ridneys and Stomach.

Etr It Cares Billousness, Indigestion and Headsche. It operates on the Bowels without Pain, Namea or Griping, and is a sovereign remedy for Castiveness. In Cleanses the Blood and stomach, and restore health to the invalid, no matter from what form of disease affected.

Er No danger from exposure after taking.



From Rt. Rev. Bishop Ryan, of St. Louis :

I can testify to the efficacy of J. & C. Magnire's Cundurango, it having been my favorite medicine for several years past. I believe it to be the best Anti-Bilions Cathartic and Corrector of Liver, Blood and Kidney decangements that can be taken, and its general use in families would no doubt avert attacks of sickness.

P. J. RYAN.

From Hon, Joseph Brown, of St. Louis: I am satisfied that J. & C. Maguire's Cundurango will do all that is claimed for it, and those who make trial of it will not be disappointed. It is a splendid Ant Billious Cathartic and Liver Remedy. JOSEPH BROWN, Mayor,

From Robt. L. Adams, New Orleans: For several years past I have been suffering greatly with disease of the Liver and Dyspepsit and have tried prescriptions of emiant physicians without obtaining relief, and when my recovery was despaired of by my family and friends, my wite procured me a bottle of J. & C. Maguire's Cundurance and by the year I have been condurango and by its use I have been com-pletely restored to health. HOBERT I. ADAMS.

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